

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION)	
FOR THE HEALING ARTS,)	
Board,)	
)	
v.)	Case No.2001-004208
)	
DAVID LEVINE, SLP/AUD)	
1765 Rose Arbor)	
St. Louis, MO 63146)	
Licensee.)	

SETTLEMENT AGREEMENT

David Levine, SLP/AUD ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a speech language pathologist and audiologist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo 2000

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and

subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law; Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claims, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, *including any claims pursuant to §536.087, RSMo 2000, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement.* The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this

Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo. *and Chapter 345*

2. David Levine, SLP/AUD, License No.00120 ("Licensee") is licensed by the Board as a speech-language pathologist and audiologist. License's Missouri license was at all times relevant herein, and is now, current and active.

3. The Board conducted a continuing education audit for the 1999-2000 reporting

period, pursuant to 4 CSR 150-4.053.

4. On or about May 14, 2001, License was notified by the Board that he had been selected to participate in the audit, which required him to submit documentation of continuing education hours for the 1999-2000 reporting period.

5. 4 CSR 150-4.052(1) requires each Licensee to biennially complete and report at least thirty (30) hours of continuing education.

6. 4 CSR 150-4.053(1)(A) requires a minimum of twenty (20) hours of the required thirty (30) hours of continuing education be obtained as follows:

(A) "Activity approved by the American Speech-Language-Hearing Association (ASHA), the American Academy of Audiology (AAA), the American Medical Association (AMA); or courses sponsored by the Missouri Speech-Language-Hearing Association (MSHA) or the Missouri Academy of Audiology (MAA), the Department of Elementary and Secondary Education (DESE), or the Council for Exceptional Children (CEC); and/or;"

(B) "Academic course work at a regionally accredited college or university in subject matter as specified in subsection (2)(D) of this rule."

7. On or about August 13, 2001, the Board sent a second letter to Licensee, informing him that the Board was still not in receipt of documentation verifying his compliance with state regulation 4 CSR 150-4.052(1) and that failure to comply with the audit could result in disciplinary action being taken against his license.

8. On or about August 17, 2001, the Board received a letter from Licensee. Documentation for his continuing education hours for the 2000 reporting period were

received, but License reported he could not locate, and therefore did not attach, documentation for the 1999 reporting period.

JOINT PROPOSED CONCLUSIONS OF LAW

9. Cause exists to discipline License's license under section 345.065.2(5), RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by sections 345.010 to 345.080 or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by section 345.010 to 345.080.

....

10. Cause exists for the Board to take disciplinary action against Licensee's license under §345.065.2(5), RSMo 2000

II.

JOINT AGREED ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110, RSMo 2000. This agreement will be

effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The speech language pathology and audiology license, No. 00120, issued to Licensee is hereby VOLUNTARILY SURRENDERED in lieu of disciplinary action.

Licensee understands that this Agreement will be reported to the National Practitioner's Databank as an action in lieu of discipline.

2. Within 10 days of the effective date of this Agreement, Licensee shall return all indicia of Missouri licensure to the Board, including but not limited to, his wall-hanging license and pocket card. If Licensee is unable to locate his ~~medical~~^{TS} license, he shall execute an affidavit so stating and shall forward the affidavit to the Board within 10 days of the effective date of this Agreement.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC §1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, of from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law

deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

David Levine May 1, 2002
David Levine Date

Tina Steinman 5/9/02
Tina Steinman Date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General

Loretta Schouten 5/3/02
Loretta Schouten Date
Assistant Attorney General
Missouri Bar No. 52290

Broadway State Office Building
Post Office Box 899
Jefferson City, MO 65102
(573) 751-4087
(573) 751-5660 Facsimile

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 9 DAY OF May, 2002.